

EXHIBIT 1

Statement of Unresolved Issues

COX STATEMENT OF UNRESOLVED ISSUES

4/23/01

I.1. VZ-VA may not, through its designations of interconnection points or by discounting the compensation it owes Cox, require Cox to pay for VZ-VA's delivery of VZ-VA's traffic to Cox's network.

*COMMON ISSUE I.1 (POI/IP)**General Principles:*

- *A CLEC has the right to designate any technically feasible point of interconnection, including a single point of interconnection per LATA.*
- *An ILEC cannot compel a CLEC to establish multiple interconnection points, although a CLEC is free to voluntarily agree to multiple points.*
- *A LEC cannot assess charges on another LEC for traffic that originates on the LEC's network.*
- *A LEC is financially responsible to provide transport for its originating traffic to the other LEC's terminating switch serving the end user.*

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
I.1.1	(2.1) [Cox propose to delete VZ-VA's paragraph 4.2.4.]	4.2.4 Geographic Relevance. In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. A "geographically relevant" IP shall mean an IP that is located within the VZ-VA local calling area of equivalent VZ-VA end user Customers, but no greater than twenty five (25) miles from the VZ-VA Rate Center Point of the VZ-VA NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing VZ-VA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days	VZ-VA attempts to confer upon Cox obligations that apply only to ILECs, <i>e.g.</i> , the obligation to interconnect with any requesting carrier at any technically feasible point within its network. See, 47 U.S.C. § 251(c)(2)(b). VZ-VA ignores the plain meaning of the Act by requiring Cox to interconnect at VZ-VA's IPs, rather than at <u>any</u> technically feasible point within VZ-VA's network and by proposing that Cox pay for VZ-VA's transport when/if Cox's chosen IP is farther than 25-miles from VZ-VA's end office/rate area. See, 1 st R&O at 172 and 47 C.F.R. § 51.703(b).	VZ-VA wants Cox to establish "geographically relevant" interconnection points or to pay VZ-VA to transport VZ-VA's traffic to VZ-VA's Interconnection Points.

		<p>following said request such geographically relevant handoffs have not been made available by Cox, Cox shall bill and VZ-VA shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less VZ-VA's transport rate from VZ-VA's originating End Office to Cox-IP.</p>	<p>VZ-VA subverts the plain meaning and intention of the Act by ignoring the FCC's instruction that CLECs may choose their points of interconnection based on their own efficiencies – and may not be required to interconnect at other, less inefficient points:</p> <p>“The interconnection obligation of section 251(c)(2), discussed in this section, allows competing carriers to choose the most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carriers' costs of, among other things, transport and termination of traffic” 1st R&O at ¶172.</p> <p>“Section 251(c)(2) gives competing carriers the right to deliver traffic terminating on an incumbent LEC's network at any technically feasible point on that network, rather than obligating such carriers to transport traffic to less convenient or efficient interconnection points.” 1st R&O at ¶209</p>	
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			<p>VZ-VA's 'geographic relevance' provision is a scheme to get Cox to pay VZ-VA's costs for terminating VZ-VA's traffic to Cox. VZ-VA's plan is discriminatory in that it imposes extra costs (that it itself is not obliged to pay) on its competitor.</p> <p>Under 47 C.F.R. § 51.703(b), a LEC may not assess charges on any other telecommunications carrier for local telecommunications traffic that originates on the LEC's network.</p>	
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1.2. VZ-VA may not require that Cox eliminate its mileage-sensitive rate element as a component of its entrance facilities rate.

COMMON ISSUE 1.2 (Elimination of CLEC Mileage Rate Element)

General Principles:

- *Verizon's proposal to limit a CLEC's transport charge to no more than a non-distance sensitive entrance facility charge is unlawful.*
- *Verizon's proposal imposes charges on a CLEC for transport of Verizon's originating traffic, interferes with a CLEC's right to designate a point of interconnection, and is inconsistent with a CLEC's right to symmetrical reciprocal compensation.*
- *A LEC is financially responsible to provide transport for its originating traffic to the other LEC's terminating switch serving the end user.*

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
1.2.1	[Cox proposes to delete VZ-VA's paragraph 4.3.7.]	4.3.7 In recognition of the large number and variety of VZ-VA-IPs available for use by Cox, Cox's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of Cox-IPs available to VZ-VA to select from for similar purposes, Cox shall charge VZ-VA no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a VZ-VA-IP to a Cox-IP in any given LATA.	<p>VZ-VA ignores the plain meaning of the Act by proposing that Cox pay for VZ-VA's transport (1st R&O at ¶172 and 47 C.F.R. § 51.703(b)) because Cox may choose to interconnect at VZ-VA's end office or tandem (a choice of <i>two</i>) where VZ-VA may interconnect at Cox's end office (a choice of one).</p> <p>VZ-VA ignores the FCC's instruction that "Congress intended to obligate the incumbent to accommodate the new entrant's network architecture by requiring the incumbent to provide interconnection 'for the facilities and equipment'" of the new entrant. 1st R&O at ¶202.</p> <p>"New entrants will request interconnection pursuant to section 251(c)(2) for the purpose of exchanging traffic with incumbent</p>	VZ-VA wants Cox to discount its mileage-sensitive rate element for interconnection facilities leased by VZ-VA.

			<p>LECs. In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement.” 1st R&O at ¶553.</p> <p>This is yet another scheme to get Cox to pay VZ-VA’s costs for terminating VZ-VA’s traffic to Cox. VZ-VA’s plan is discriminatory in that it imposes extra costs (that it itself is not obliged to pay) on its competitor.</p>	
I.2.2	[Cox proposes to delete VZ-VA’s paragraph 4.5.3.]	<p>4.5.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) Cox has identified as its initial Rating Point(s) in the LATA as the Cox-IP(s) in that LATA and shall designate a mutually agreed upon Tandem Office or End Offices within the LATA nearest to the Cox-IP (as measured in airline miles utilizing the V and H coordinates method) as the VZ-VA-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from a VZ-VA-IP to the Cox-IP, the Cox-IP shall be no further than a non-distance sensitive Entrance Facility away from the VZ-VA-IP.</p>	<p>The parties have previously agreed that the IPs shall be located one at each party’s central office (see Schedule 4.1); subsequent Cox IPs will be designated accordingly.</p> <p>The last clause (“provided that...”) again attempts to force Cox to compensate VZ-VA for its delivery of terminating traffic to Cox. See above.</p>	See above.

I.3.47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.223(A) do not permit VZ-VA to compel Cox to furnish VZ-VA collocation at Cox facilities in the same manner that VZ-VA, as an ILEC, is compelled to furnish Cox such collocation at VZ-VA facilities.

COMMON ISSUE I.3 (ILEC Collocation)

General Principles:

- *ILECs have no right under the Act to collocate in CLEC premises.*
- *The obligation to provide collocation applies only to ILECs.*
- *A CLEC may voluntarily offer collocation to an ILEC but the CLEC cannot be compelled to do so.*

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
1.3.1	<p>4.3.4 VZ-VA shall have the sole right and discretion to specify the following method for Interconnection at any of the Cox-IPs:</p> <p>(a) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP.</p> <p>4.3.5 VZ-VA may order from Cox any Interconnection method specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.</p>	<p>4.3.4 VZ-VA shall have the sole right and discretion to specify any of the following methods for Interconnection at any of the Cox-IPs:</p> <p>(a) a physical, virtual or other alternative Collocation node VZ-VA establishes at the Cox-IP; and/or</p> <p>(b) a physical, virtual or other alternative Collocation node established separately at the Cox-IP by a third party with whom VZ-VA has contracted for such purposes; and/or</p> <p>(c) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP.</p> <p>4.3.5 VZ-VA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Virtual Collocation arrangement it establishes at a Cox-IP.</p> <p>4.3.6 VZ-VA may order from Cox any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the</p>	<p>Only VZ-VA is required to allow requesting CLECs to collocate the equipment necessary for interconnection or access to unbundled network elements. <i>See</i> 47 C.F.R. § 51.223(a) and 47 U.S.C. § 251(c)(6).</p> <p>Cox doesn't offer collocation for the purpose of reciprocal traffic exchange; Cox allows some customers to house their own equipment used in conjunction with products that they purchased from Cox, but on terms dissimilar to those required for interconnection.</p> <p>The Commission is prohibited from requiring Cox to provide collocation to VZ-VA. <i>See</i> 47 C.F.R. § 51.223(a).</p>	<p>VZ-VA wants Cox to furnish VZ-VA collocation at Cox's premises.</p>

		Parties.		
I.3.2	[Cox proposes to delete VZ-VA's paragraph 13.10.]	13.10 Cox agrees to provide to VZ-VA, upon VZ-VA's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.	See above.	See above.

I.4. Section 251(c)(2) of the Act does not permit VZ-VA to dictate the volume of traffic on a trunk group used by Cox to send traffic to a VZ-VA tandem switch for termination to a VZ-VA end office.

COMMON ISSUE I.4 (Direct End Office Trunking Trigger)

General Principles:

- CLECs cannot be compelled under the Act to interconnect at ILEC end offices.
- A CLEC may voluntarily agree to direct end office trunking under specified circumstances as an accommodation, but it retains the right to choose any technically feasible point of interconnection, including a single POI per LATA.

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
I.4.1	5.2.4 In the event the one-way Tandem-routed traffic volume between any two Cox and VZ-VA Central Office Switches at any time exceeds the CCS busy hour equivalent of three DS-1s for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service parameters set forth in Section 5.5.	5.2.4 In the event the traffic volume between a Verizon End Office and the **CLEC POI, which is carried by a Final Tandem Local Interconnection Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month, the originating Party shall promptly establish new End Office One-Way Local Interconnection Trunk groups between the Verizon End Office and the POI.	<p>The Act does not require Cox to interconnect with VZ-VA's EOs; rather, the Act states that it is the duty of each incumbent local exchange carrier "to provide for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network... at any technically feasible point within the carrier's network." 47 U.S.C. § 251(c)(2).</p> <p>VZ-VA subverts the plain meaning and intention of the Act by ignoring the FCC's instruction that CLECs may choose their points of interconnection based on their own efficiencies – and may not be required to interconnect at other, less inefficient points. See 1st R&O ¶209.</p>	VZ-VA wants Cox to engineer its network in accordance with VZ-VA's internal engineering guidelines.

			<p>VZ-VA confers upon itself the authority to impose its own, internal, engineering guidelines (based on its own economies of scale and facility costs) upon Cox. However, the economies surrounding VZ-VA's breakpoint/trigger for direct trunking within its own network do not apply to the costs and efficiencies applicable to Cox. Lacking VZ-VA's economy of scale, direct trunking thresholds must take into account the significant cost for Cox to build or lease facilities between its switch and the VZ-VA-IP.</p> <p>But in recognition of VZ-VA's fears regarding tandem exhaust (without agreeing that Cox's use of VZ-VA's Tandem contributes in any significant way to exhausting VZ-VA's tandem), Cox has agreed to limit the amount of traffic it passes to VZ-VA EOs via VZ-VA's tandems.</p>	
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I.5. VZ-VA may not be permitted to treat dial-up calls to Internet service providers (“ISPs”) as non-compensable traffic for purposes of reciprocal compensation.

COMMON ISSUE I.5 (ISP Traffic)

General Principles:

- *The law does not distinguish traffic based upon whether or not it is bound for an ISP.*
- *Therefore, for the purpose of reciprocal compensation, ISP-bound traffic is local traffic for which reciprocal compensation is due.*

	Cox Language	VZ-VA Language	Cox’s Position	VZ-VA’s Position
I.5.1	1.39 “Local Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that other Party’s network within a given local calling area, or expanded area service (“EAS”) area (based on the rate center point of the originating and terminating NPA-NXXs of the callers), as defined in VZ-VA’s effective Customer Tariffs. For the purposes of Reciprocal Compensation, Local Traffic includes Internet Traffic.	1.39 “Local Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that other Party’s network within a given local calling area, or expanded area service (“EAS”) area, as defined in VZ-VA’s effective Customer Tariffs. For the purposes of Reciprocal Compensation, Local Traffic does not include any Internet Traffic.	<p>The Act does not single out types of traffic to be excluded from reciprocal compensation, §(251(b)(5).</p> <p>The SCC has previously ruled that ISP traffic IS subject to recip comp. <i>See</i> Cox Petition re ISP compensation, PUC970069, 10/24/97.</p> <p>The Federal Circuit vacated and remanded the FCC’s February, 1999, Declaratory Ruling in which it had adopted a “two call” theory for calls to ISPs. <i>See Verizon v. FCC</i>, 206 F.3d 1 (D.C. Cir. 2000).</p>	VZ-VA wants to exempt ISP-bound traffic from “Local Traffic” for the purposes of reciprocal compensation
I.5.2	5.7.1Reciprocal Compensation shall apply to Internet Traffic handed off from one Party to the other Party via the switched network for delivery to an Internet Service Provider (“ISP”) for carriage over the Internet..	[VZ-VA proposes to delete Cox’s last sentence at paragraph 5.7.1.]	See above.	

I.6. VZ-VA may not impose infeasible methods for determining toll versus local traffic.

COMMON ISSUE 1.6 (Determination of Local versus Toll Traffic)

General Principles:

- *The determination of local versus toll traffic is based upon the calling and called NPA-NXXs.*

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
I.6.1	5.7.1The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating NPA-NXXs of the complete end-to-end communication.	5.7.1The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating points of the complete end-to-end communication.	NXX-to-NXX is the only way (and the industry standard way) of determining jurisdiction – Cox's language just adds precision to the definition.	
I.6.2	5.7.4 The designation of traffic as Local or IntraLATA Toll for purposes of compensation shall be based on the horizontal and vertical coordinates associated with the originating and terminating NPA-NXXs of the call, regardless of the carrier(s) involved in carrying any segment of the call.	[VZ-VA proposes to delete Cox's paragraph 5.7.4.]	See above.	

I.7. VZ-VA may not require that Cox engineer and/or forecast VZ-VA's trunk groups.

NON-COMMON ISSUE

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
1.7.1	<p>10.3.1 The Parties will develop joint non-binding forecasting of trunk groups in accordance with this Section 10.3. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:</p> <p>(a) yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and</p> <p>(b) the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.</p> <p>10.3.2 Descriptions of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 10.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. Cox shall notify Verizon promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.</p> <p>10.3.3 Parties will meet to review and</p>	<p>10.3.1 Trunk Administration. For Traffic Exchange Trunk groups, Cox will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Cox to VZ-VA; and VZ-VA will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from VZ-VA to Cox. Cox will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Cox to VZ-VA. VZ-VA will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from VZ-VA to Cox. When Cox is aware of unusual events affecting the volume of traffic and required trunks in either direction (e.g., Cox signs up a new Information Services Provider), Cox will contact VZ-VA to plan and implement (if necessary) new trunk groups and trunk group additions.</p> <p>10.3.2 Trunk Forecasts. Within ninety (90) days of the Effective Date, Cox shall provide VZ-VA a two (2) year traffic forecast of all Traffic Exchange Trunk groups over the next eight (8) quarters in accordance with the VZ-VA CLEC Interconnection Trunking Forecast Guide. Because the Customer segments and service segments within Customer segments to whom Cox markets its services are the most significant factors affecting the number of trunks needed to handle traffic volume in both directions, the Cox trunk forecast will</p>	<p>Cox refuses to forecast VZ-VA's outbound traffic for VZ-VA; Cox hasn't the tools (e.g., engineering data) to do so; and Cox will not take on the additional expense of doing VZ-VA's engineering tasks.</p> <p>VZ has volunteered to accept its responsibility to forecast its own out-bound traffic in several post-Merger (circa 2001) agreements with other LECs in other states; Cox's proposal is consistent with those agreements.</p> <p>Cox's proposal is consistent with industry practice and is consistent with VZ's negotiated agreements with Cox in two other states.</p>	<p>VZ-VA refuses to forecast its own out-bound traffic and wants Cox to engineer and forecast VZ-VA's interconnection with Cox.</p>

<p>reconcile their forecasts if their respective forecasts differ significantly from one another.</p> <p>10.3.4 At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous twelve (12) months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 10.1. When a condition of excess capacity is identified, Verizon will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with Cox for possible network efficiency adjustment.</p> <p>10.3.5 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that either Party reasonably believes would have a materially adverse effect on either Party's provision of services.</p>	<p>include trunk groups carrying traffic from Cox to VZ-VA, and trunk groups carrying traffic from VZ-VA to Cox. Cox's forecast shall be updated and provided to VZ-VA on an as-needed basis but no less frequently than semiannually. Cox's forecast shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Cox-IP's and VZ-VA-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative). VZ-VA agrees that such forecasts shall be subject to the confidentiality provisions defined in Section .</p>		
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I.8. VZ-VA may not monitor or audit Cox's access to and use of customer propriety network information made available to Cox through the interconnection agreement.

COMMON ISSUE 1.8 (Monitoring CPNI Use)

General Principles:

- *Nothing in the Act gives Verizon the right to monitor a CLEC's access to and use of CPNI.*
- *A CLEC may voluntarily agree to such a procedure or agree that such an audit right is mutual.*
- *The Commission and the VSCC are the appropriate authorities to monitor and enforce CPNI protections.*

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
I.8.1	[Cox proposes to delete VZ-VA's paragraph 18.4.4]	18.4.4 VZ-VA shall have the right to monitor and/or audit Cox's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by VZ-VA to Cox pursuant to this Agreement to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor Cox's access to and use of Customer Proprietary Network Information that is made available by VZ-VA to Cox pursuant to this Agreement.	<p>Cox is bound Law and by this Agreement regarding Cox's use of CPNI and refuses to grant VZ-VA oversight in Cox's day-to-day compliance with same.</p> <p>VZ-VA has not been granted authority (and has no responsibility) to monitor Cox's compliance with the law and the ICA.</p> <p>Cox views this as harassment and an impediment to its right to obtain CPNI from VZ-VA (as required by law).</p>	VZ-VA wants to monitor Cox's access to and use of CPNI.
I.8.2	[Cox proposes to delete VZ-VA's paragraphs 1.6.5.1-1.6.5.3 in Schedule 11.7 OSS.]	[Schedule 11.7 OSS] 1.6.5.1 Without in any way limiting subsection 18.3 of the Agreement, VZ-VA shall have the right (but not the obligation) to audit Cox to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement with regard to Cox's access to, and use and disclosure of, VZ-VA OSS Information.	See above.	See above.

		<p>[Schedule 11.7 OSS] 1.6.5.2 Without in any way limiting any other rights VZ-VA may have under the Agreement or Applicable Law, VZ-VA shall have the right (but not the obligation) to monitor Cox's access to and use of VZ-VA OSS Information which is made available by VZ-VA to Cox pursuant to this Agreement, to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement, with regard to Cox's access to, and use and disclosure of, such VZ-VA OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Cox's access to and use of VZ-VA OSS Information which is made available by VZ-VA to Cox through VZ-VA OSS Facilities.</p> <p>[Schedule 11.7 OSS] 1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of Cox pursuant to subsection 29.428.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.</p>		
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I.9. VZ-VA may not control or place caps on the rates and charges that Cox may assess for its services, facilities and arrangements.

COMMON ISSUE I.9 (CLEC Charges to ILEC)

General Principles:

- *Nothing in the Act authorizes Verizon to limit or control a CLEC's charges to an ILEC for services, facilities, and arrangements.*

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
I.9.1	20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction.	20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided, further that Cox may not charge VZ-VA a rate higher than the VZ-VA rates and charges for the same services, facilities and arrangements.	Such a limitation on Cox's rates is not supported by the Act or state regulation.	VZ-VA wants to place caps on the rates and charges that Cox may assess.
I.9.2	EXHIBIT A X. All Other Cox Services Available to VZ-VA for Purposes of Effectuating Interconnection: Available at Cox's tariffed or otherwise generally available rates.	EXHIBIT A X. All Other [CLEC] Services Available to Verizon: Available at [CLEC]'s tariffed or otherwise generally available rates, not to exceed Verizon's rates for equivalent services available to [CLEC], unless [CLEC] cost justifies a higher rate.	See above.	See above.
I.9.3	EXHIBIT A [Cox proposes to delete VZ-VA's entries at IV.]	EXHIBIT A IV. [Cox] Entrance Facilities 2-Wire Voice Grade Channel Term \$ _____ 4-Wire Voice Grade Channel Term \$ _____ DS-1 Channel Termination \$ _____ DS-3 Channel Termination \$ _____ DS-1 to Voice Grade Multiplexing \$ _____ DS-3 to DS-1 Multiplexing \$ _____	VZ-VA's insistence on negotiating and including an agreed-to price in the ICA is an attempt to control the price of Cox's dedicated access available to VZ-VA.; such control is not supported by the Act or state regulation. Cox offers to VZ-VA (and all carriers) entrance	VZ-VA wants to control the rates and charges that Cox may assess.

			<p>facilities pursuant to Cox's applicable tariff; where a carrier requests a facility configuration not tariffed. Cox's tariff offers to VZ-VA (and all carriers) an ICB arrangement based on the particular configuration requested.</p>	
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I.10. VZ-VA may not unreasonably terminate an interconnection agreement.

COMMON ISSUE I.10 (Mandatory Termination)

General Principles:

- *Verizon cannot compel a CLEC to take service under tariff terms or an SGAT at expiration of an Interconnection Agreement.*
- *So long as negotiations for a successor Agreement have been requested or are ongoing, the current Agreement should continue in effect.*
- *Verizon may not terminate an interconnection agreement without Commission oversight.*

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
I.10.1	<p>22.0 Term and Termination</p> <p>22.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [DATE TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.</p> <p>22.2 Either Cox or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.</p> <p>22.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 22.5), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between</p>	<p>22.0 Term and Termination</p> <p>22.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [DATE TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.</p> <p>22.2 Either Cox or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.</p> <p>22.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 22.5), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Cox and Verizon; or, (b)</p>	<p>So long as the Parties are engaged in meaningful negotiations (or arbitration) for a successor ICA under 252, the terms of the current ICA must continue in force.</p> <p>VZ-VA's proposed 12-month timeframe for a successor ICA ignores the fact that good faith negotiations may not produce a successor ICA within that timeframe.</p> <p>VZ-VA ignores its right to petition for arbitration (beginning at day 135) if it believes that Cox is stalling the negotiation of a successor ICA.</p> <p>In the event either party believes the other party is stalling to perpetuate the current agreement, attempts to terminate the current agreement should be carried out with Commission</p>	<p>VZ wants a 'date certain' for the termination of a current agreement (regardless of the parties' efforts to produce a successor agreement).</p> <p>Verizon fears that a CLEC could create an infinite 'evergreen' contract by stalling the negotiation effort.</p>

<p>Cox and Verizon; or, (b) the date one (1) year after the proposed date of termination. The preceding notwithstanding:</p> <p>22.3.1 If one (1) year after the proposed date of termination, good faith negotiation between the Parties has not produced a new interconnection agreement between the Parties, the terms of this Agreement shall, unless otherwise agreed to by the Parties, continue on a month-to-month basis until the Effective Date of such new agreement, so long as both Parties continue to negotiate in good faith such successor agreement.</p> <p>22.3.2 In the event that neither Party institutes a Commission proceeding for arbitration or approval of such successor agreement, either Party may petition the Commission at the end of one (1) year after the proposed date of termination to be relieved of the obligations of this Agreement based on an alleged failure of the other Party to negotiate in good faith for such successor agreement.</p> <p>22.3.3 In the event that either Party institutes a Commission proceeding either: (1) for arbitration or approval of such successor agreement; or (2) for termination on grounds of a lack of good faith negotiations, then the terms of this Agreement shall continue on a month-to-month basis until such proceeding is finally resolved.</p> <p>22.4 If either Cox or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement</p>	<p>the date one (1) year after the proposed date of termination.</p> <p>22.4 If either Cox or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or SGAT.</p>	<p>oversight; VZ-VA's proposal could result in its unilaterally terminating Cox's ICA based solely on VZ's interpretation of 'good faith' negotiations.</p>	
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	will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Commission-approved statement of generally available terms (SGAT).			
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I.11. VZ-VA may not summarily terminate Cox's access to OSS for Cox's alleged failure to cure its breach of Schedule 11.7 or Sections 1.5 or 1.6.

COMMON ISSUE I.11 (OSS Breach)

General Principles:

- *Verizon does not have the right to suspend a CLEC's right to use the OSS UNE.*
- *Other remedy provisions of the ICA are adequate to protect Verizon's interests.*

	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
I.11.1	<p>[Schedule 11.7 OSS] 1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, VZ-VA shall have the right, upon notice to Cox, to suspend the license to use VZ-VA OSS Information granted by Section 1.6.1 above and/or the provision of VZ-VA OSS Services, in whole or in part.</p>	<p>[Schedule 11.7 OSS] 1.7.1 The Parties will attempt to correct any instance of non-compliance through direct informal means within two (2) business days. If resolution is not obtained through informal means within two (2) business days, the Parties will pursue resolution using the process described in 28.9 (Dispute Resolution), of the Interconnection Agreement and will attempt to resolve the non-compliance within ten (10) days after written notice thereof from VZ-VA. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above and such breach continues for more than ten (10) days after written notice thereof from VZ-VA, then, except as otherwise required by Applicable Law, VZ-VA shall have the right, upon notice to Cox, to suspend the license to use VZ-VA OSS Information granted by Section 1.6.1 above and/or the provision of VZ-VA OSS Services, in whole or in part.</p>	<p>Cox believes that VZ-VA's proposal to suspend Cox's access to VZ-VA's OSS is too severe – the effect of such suspension too great. The standard termination clause should apply.</p> <p>If VZ-VA fears system harm (such that OSS integrity or access to OSS is threatened or impacted) other sections of the ICA, i.e., 9.3 Repeated or Willful Interference or Impairment provide mechanism for immediate (or near term) protection of the OSS.</p>	<p>VZ-VA wants to terminate Cox's access to VZ-VA's OSS by employing processes and timeframes shorter than those agreed to by both parties for all other instances of alleged non-compliance.</p>